

Crestwood Hills Pool and Recreation Center
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Notice: this is a legally binding agreement. Please read it thoroughly and understand the contents.

By signing this document, you verify your understanding of the risks involved from participation in any activity and or use of recreational equipment or facilities including the pools under the management of the Crestwood Hills Pool and Recreation Center. You assume the risk (known or unknown, contained herein or not) associated with participation in the activities at the present date or at any future date. By signing this document you also renounce any right or capability to recover compensation or to claim any other remedy for any personal or bodily injury, damage to property, death or any other loss or casualty resulting from participation in any activity and/or use of recreational equipment or facilities under the management of Crestwood Hills Pool and Recreation Center at the present date or at any future date.

Acknowledgment of Risk and Agreement to Participate:

By participating in leisure, fitness and recreational activities within the recreation facility and in activities such as those governed by the Crestwood Hills Pool and Recreation Center presents inherent dangers and risks both anticipated and unanticipated including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants or other losses. Physical injuries from participating in leisure, fitness and recreational activities may include but not limited to: cuts, abrasions, bruising, musculoskeletal injury, heart attack, stroke, head injuries, paralysis, death and the like.

Physical injury may result from any activity involving participation in programs managed by the Crestwood Hills Pool and Recreation Center including but not limited to: overexertion or participation in activities beyond individual skill level, physical or mental capability, failure of equipment, including any other elements of participating in any activity and or use of recreational equipment or facilities under the management of Crestwood Hills Pool and Recreation Center and any neglect to follow established safety policies and procedures by any participant, spectator or any other person.

Waiver and release of liability:

Following consideration and recognition of the inherent risks of participation in any activity and or use of recreational equipment or facilities under the management of Crestwood Hills Pool and Recreation Center, I on behalf of myself, my heirs, my estate, guardians, legal representatives, agents and assigns, hereby releasing, waving and forever discharge the Crestwood Hills Pool and Recreation Center, their agents, employees, volunteers or other representatives from any claim of personal injury, damage to property death or any other loss, claim or casualty resulting from participation with the activities or in the use of the facilities at the Crestwood Hills Pool and Recreation Center. I agree to indemnify and hold harmless the Crestwood Hills Pool and Recreation Center or any entities mentioned here in from all liability at the present date or any future date regardless of the circumstances of the claim whether, participation is supervised or unsupervised and whether any breach of contract or duty of care takes place. I understand that this document is legally binding for me as well as the entities mentioned herein and I agree not to sue or otherwise make any claim against the Crestwood Hills Pool and Recreation Center or any entities mentioned herein and the Crestwood Hills Pool and Recreation Center will not be held legally responsible for any loss I may suffer from participation in anyway connected with the center.

With clear knowledge of the risks involved in participating in leisure, fitness and recreation activities including but not limited to those outlined herein I voluntarily assume all risks associated with participation known or unknown and I agreed to follow all safety policies and procedures established by the Crestwood Hills Pool and Recreation Center for participation within the recreational facilities

Sponsored guests of members agreement:

As a membership holder, I understand that guests who are accompanying members to participate in any activity and/or use of recreational equipment or facilities under the management of Crestwood Hills Recreation Center and Pool at this date or any future date are under my supervision as defined in the rules and policies set forth under membership guidelines for guests. Guests who are under the age of 18 were released by their parent or guardian to engage in participation in activities and or the use of the recreational equipment or facilities under the management of the Crestwood Hills Pool and Recreation Center. A copy of this waiver must be signed by the guest if an adult or the parent/legal guardian of a minor guest and brought to the pool at the time of the visit. By signing this document I agree to take full responsibility for my guests who are under the supervision of the individuals under this membership according to the rules and policies set forth in the membership guidelines for guests.

_____ disagree (by checking this box you will lose your guest sponsorship privileges)

Waiver and release of liability continued:

I have carefully read and clearly understand the provisions of this document and I voluntarily sign this document agreeing to its terms releasing the Crestwood Hills Pool and Recreation Center from liability for losses resulting from participation in any activity and/or use of the recreational equipment or facilities under the management of the Crestwood Hills Pool and Recreation Center at the present date and any future date.

Primary adult membership holder:

Signature: _____ Date: _____

Secondary adult membership holder:

Signature: _____ Date: _____

address: _____

daytime phone number: _____

evening phone number: _____

This section to be filled out by the parent/guardian of those under the age of 18 years:

Parents/guardians additional indemnification (for participants younger than 18 years of age):
In consideration of the named participants I acknowledge that I have carefully read and clearly understand the provisions of this document. By signing, I agree to the language in this document and agree to release, indemnify and hold harmless the Crestwood Hills Pool and Recreation Center for any claim on behalf of the named youth as a result of participation in any activity and or use of recreational equipment or facilities under the management of the Crestwood Hills Pool and recreation center at the present date or any future date.

Please list each qualifying dependent that is on the membership who is under the age of 18:

Participants: _____

Printed name of parent or guardian

parent/guardian signature

date

Coronavirus/COVID-19 Release

The 2019 Novel Coronavirus (COVID-19) is an extremely contagious illness that has been declared a worldwide pandemic by the World Health Organization. As a result, federal, state and local governments and local health agencies have recommended social distancing and have placed limitations on the congregation of groups of people. As a result of these recommendations, the Board Members of the Crestwood Hills Pool and Recreation Center have made addendum to the previous rules of the facility in an effort to facilitate the safety guidelines as recommended by the local health department.

By signing this Release, the undersigned member/ parent/ guardian of the individuals utilizing the facility, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that they and their children may be exposed to or infected by COVID-19 while in attendance at the facility. I understand that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to employees of the Crestwood Hills Recreation Center, volunteers and other participants present at the facility.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my children (including but not limited to personal injury, disability, and death), illness, damage, loss, claim, liability or expense of any kind, that I or my children may experience or incur in connection with our participation and attendance at the Crestwood Hills Pool and Recreation Center. On my behalf and the behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Crestwood Hills Pool and Recreation Center, their respective employees, volunteers and board members from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

Member Signatures

Date

In accordance with the recommendations by the Knox County Health Department and local agencies, during the Phase 2 Reopening Plan, Crestwood Hills Pool and Recreation Center will encourage the following:

The practice of social distancing as much as possible while utilizing the pools and facilities, allowing 6 feet of space between individuals/families while on the pool deck.

If 6 feet cannot be maintained while outside of the pool, it is recommended that a facemask or face covering be utilized to cover the nose and mouth.

Parents are responsible for supervising and enforcing the social distancing behavior of their minor children. Repeated infractions of the guidelines, may result in management requesting the individual who repeatedly violated the guidelines to exit the premises for the remainder of the day. If the violating individual is an unattended minor, the parent will be notified and a request will be made for the child to be retrieved from the premises. The management has the right to request that the unattended minor not return without a parent or guardian in attendance, thereafter.

Members should evaluate their health status prior to coming to the pool. Each of the following questions should be evaluated for all individuals who will be attending:

A. Have you or anyone in your household been in close contact with someone with a confirmed case of COVID-19?

B. Are you experiencing cough, shortness of breath or sore throat?

C. Have you had fever in the last 48 hours?

D. Have you experienced a loss of taste or smell in the last 24 hours?

E. Have you experienced nausea, vomiting or diarrhea in the last 24 hours?

If the answer to any of these questions is yes, you may not present to the pool.

No private parties of 50 or more will take place during the Phase 2 reopening period. Small parties scheduled by members during low attendance times may be allowed and will be at the discretion of management.

Friday Float Nights will still occur but during the phase 2 reopening period, only individual sized floats will be allowed. No oversized floats that hold multiple people will be allowed.

It is recommended that names be put on toys, goggles, towels and clothing. Lost and Found items will be kept separately and discarded weekly. No community shared toys will be allowed.

Adult Member Signatures

Date: _____